

New: X
Renewal: X

Renewing General Liability,
Automobile Liability, & Workers
Comp Liability.

INSURANCE CHECKLIST

CONTRACTOR: MAXIMUS CONSULTING SERVICES INC. DATE OF CONTRACT: 07/06/2017 P.O. # 21426

DEPARTMENT: Finance/IT

STAFF PERSON & TELEPHONE NO: MYLES DIXON by Tanya Batteson X7498

DESCRIBE PROJECT / WORK: FY 17-18 PROFESSIONAL SERVICES – STATE MANDATE CLAIMS FOR FY 16-17

Required? Yes No	Type of Insurance	Insurance Company Name and AM Best Rating	Policy Number	Expiration Date	Per Occurrence Insurance Limit	Endorsement Form City	Other	Waived
X	General Liability	ZURICH AMERICAN INSURANCE COMPANY A+ XV	GLO5096218 02	05/01/2018	1,000,000			
X	Auto Liability	ZURICH AMERICAN INSURANCE COMPANY A+ XV	BAP 5096219 02	05/01/2018	1,000,000			
	E&O-PL- PRIMARY	NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA A XV	016151448 CLAIMS MADE SIR APPLIES PER POLICY TERMS & CONDITIONS	08/01/2017	1,000,000			
X	Workers' Compensation	AMERICAN ZURICH INS CO. ZURICH AMERICAN INS CO. A+ XV	WC509621602 AOS WC509621702 WI	05/01/2018 05/01/2018	1,000,000 1,000,000			

APPROVED: Betty-Lou Woodhall

Authorized Risk Management Signature

DATE: _____

STAPLE HERE

PO702

PURCHASE REQUISITIONS APPROVAL REGISTER

Signature: _____ / _____ Signature: _____ / _____ Signature: _____ / _____

PR #	Subject	Requestor	Requested	Required	PR Amount	Discount
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PR 23259	MAXIMUS CONSULTING SERVICES INC. - CONFIRMING PO #21426 Requested by MIKE LESS BY TANYA BARTLESON / FINANCE X7498	FINANCE	17/07/06	17/07/06	12,500.00	
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Line/ Spl	Item / Description	Inv.Loc	Commodity	Quantity	Units	Unit Price	Extended Price	Gross Unit Price	Discount	Tax
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1	FY 2017-18 PROFESSIONAL SERVICES STATE MANDATED CLAIMS FOR FY 2016-17 PER AGREEMENT DATED 08/01/16 TERMS: 30 DAYS AS PER EXHIBIT B "PAYMENTS" PAYMENT SCHEDULE AS FOLLOWS:		12,500.000	EA	1.00	12,500.00		1.00	
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Batch 42764 Sheet 1

11/01/17 - 60%
01/01/18 - 90%
02/01/18 - 100%

19962 MAXIMUS CONSULTING SVCS INC

Line	Acct Code	GL Description	Debits	Credits
1	11 510068911	OTHER CONSULTING SERVICES	12,500.00	0.00 W: Ver17200 exceeded
	999 990003112	Purchase Requisition Entry	0.00	12,500.00
			-----	-----
			12,500.00	12,500.00
			=====	=====

FILE COPY

CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers as additional insureds. Endorsement forms CG 2010 or CG 2026, and CA 20 01 are acceptable.

- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or non-renewed except after thirty (30) days' prior written notice has been given to the CITY.
- v) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with ACORD form Certificates of Insurance evidencing coverage required by this Exhibit D. The Certificates of Insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and the additional insured endorsements are to be received and approved by the CITY before work commences. In the event of a claim occurring, at the request of the CITY, CONSULTANT shall provide completecopies of the affected required insurance policy(ies), including endorsements.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for bodily injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal & advertising injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance with statutory limits as required by the State of California and Employers Liability insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to the CITY. Consultant is responsible for the payment of deductible or self-insured retention, and may be required to submit financial statements as proof of ability to pay.

b) The general and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be included as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the

CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers as additional insureds. Endorsement forms CG 2010 or CG 2026, and CA 20 01 are acceptable.

- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or non-renewed except after thirty (30) days' prior written notice has been given to the CITY.
- v) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with ACORD form Certificates of Insurance evidencing coverage required by this Exhibit D. The Certificates of Insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and the additional insured endorsements are to be received and approved by the CITY before work commences. In the event of a claim occurring, at the request of the CITY, CONSULTANT shall provide complete copies of the affected required insurance policy(ies), including endorsements.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

provided to CONSULTANT by CITY, its employees and/or agents is accurate and complete to the best of CITY's knowledge. The CITY further acknowledges and agrees that CONSULTANT shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. CITY shall provide all such data in a timely manner sufficient to allow CONSULTANT to provide the Services. CONSULTANT shall have no liability to CITY whatsoever if CITY provides incomplete or inaccurate data or provides data in an untimely manner.

16)Limitation of Liability. CITY agrees that CONSULTANT's total liability to CITY for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$12,500.00

In no event shall CONSULTANT be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if CONSULTANT has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by CITY against CONSULTANT relating to this Agreement must be made in writing and presented to CONSULTANT within one (1) year after the date on which CONSULTANT completes performance of the Services specified in this Agreement.

17)CONSULTANT Liability if Audited. CONSULTANT shall, upon notice of audit, make work papers and other records available to the auditors. CONSULTANT's sole responsibility under an audit shall be to provide reasonable assistance to CITY through the audit and to make changes to the work product required as a result of the audit. CONSULTANT shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

18)Litigation Reimbursement. If CONSULTANT is requested by CITY to produce CONSULTANT deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, then CITY and CONSULTANT shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with CONSULTANT's response and related to the reasonable fees of CONSULTANT in responding. The foregoing does not diminish or negate CONSULTANT's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.

claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

15)Data Accuracy. Consultant shall provide guidance to the CITY in determining the data required. The CITY represents that all financial and statistical information

profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is accepted, which acceptance shall not be unreasonably withheld.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled for convenience at any time by either party upon 15 days prior written notification to the other party.

Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.

CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of termination. CONSULTANT shall be entitled to no further compensation for work performed after the date of termination. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY upon payment in full of the applicable fee.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT first created and provided to CITY under this Agreement shall be the property of the CITY, upon payment in full. To the extent that the Services provided by CONSULTANT are generated by CONSULTANT'S proprietary software, nothing contained herein is intended nor shall it be construed to require CONSULTANT to provide such software to CITY. CITY agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to CONSULTANT'S software. Nothing in this Agreement shall be construed to grant CITY any rights to CONSULTANT'S materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.

10) INDEMNIFY AND HOLD HARMLESS.

a) To the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from all third-party claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property proximately caused by the willful misconduct, negligent acts, errors or omissions by CONSULTANT, its employees, subcontractors or agents in the performance of this Agreement. CONSULTANT shall not be responsible, whether in whole or in part, for the willful misconduct, negligent acts, errors or omissions of CITY.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or

EXHIBIT "C"

GENERAL PROVISIONS

- 1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
- 2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.
- 3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.
- 4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- 5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CITY may request removal of such person and CONSULTANT may remove such person within a reasonable amount of time upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- 7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's

EXHIBIT "B"

PAYMENT

For Services provided as set forth in Exhibit A, City agrees to pay Consultant compensation in the amount of twelve thousand, five hundred dollars (\$12,500). Consultant will render to City invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

Waiver of Submission of Claim(s). Notwithstanding any other provisions of this Agreement, the submission of claims may be waived as set forth below. Upon waiver exercised by either party, City shall pay Consultant for all work performed up to and until the effective date of waiver in an amount not to exceed the maximum dollar amount indicated above and on the payment schedule as indicated below:

Effective date of waiver prior to:	Percentage of fee due:
November 1	60%
January 1	90%
February 1	100%

At City's Option. At the sole discretion of City, City may instruct Consultant to not file a specific claim or claims. Such instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The effective date of City's waiver shall be the date Consultant receives City's written instruction.

At Consultant's Option. At the sole discretion of Consultant, Consultant may notify City of its intention to not pursue a specific claim and the reasons therefor. Such notification must be in writing and provided to City not less than thirty (30) days prior to the due date of the claim. The effective date of Consultant's waiver shall be the date Consultant mails its notification.

EXHIBIT "A"

SCOPE OF SERVICE

Mandated Cost Claims

- (A) Prepare cost claims based on FY 15-16 pursuant to the Controller's annual claiming instructions applicable to the claims being prepared and file the claims by the deadline set by the State for those claims.
- (B) Prepare and submit other new or first-time cost claims for which claiming instructions have been issued by the Controller of the State of California as of July 1st of the year for which the claims are being prepared. For example, for the FY 15-16 claims that must be filed on or before February 15, 2017, we will prepare claims for all mandates for which claiming instructions were issued on or before July 1, 2017. Should any new State Mandated Cost claiming instructions be issued after July 1st, the Consultant is ready, willing, and able to prepare such claims once the parties mutually agree upon a change in scope to this contract to cover these new claims.
- (C) Monitor the general payment status of all claims submitted on behalf of the City pursuant to this Agreement.
- (D) Assist the City with any claims filed by the Consultant that are audited by the State Controller's office. Test claims and incorrect reduction claims are not covered under this agreement.

Cost claims submitted by Consultant may consist of both direct and indirect costs. Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if City's records support such a calculation. Consultant is not required to prepare a central service cost allocation plan or departmental indirect cost rate proposals for City except as below stated.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: D. A. White

David A. White
City Manager
CONSULTANT

By: Lauren Fujioka

1130/2013

Lauren Fujioka
Director Contracts

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of August 17, 2016 ("Effective Date"), by and between the City of Fairfield, a municipal corporation (the "CITY") and MAXIMUS Consulting Services, Inc. ("CONSULTANT"), who agree as follows:

- 1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A". CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."
- 2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."
- 3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
- 7) TERM. This agreement shall be in effect from the Effective Date written above through June 30, 2017. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.

[Signature]
See attached!

EXHIBIT B
Compensation

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Twelve Thousand Five Hundred dollars (\$12,500) for State Fiscal Year 17-18 (Prepare FY2016 - 2017 Annual Claims).

Fees shall be invoiced in three installments: 40% on September 30; 40% on December 31; and the remaining 20% on May 31. Consultant will render to Client invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

Waiver of Submission of Claim(s). Notwithstanding any other provisions of this Agreement, the submission of claims may be waived as set forth below. Upon waiver exercised by either party, Client shall pay Consultant for all work performed up to and until the effective date of waiver in an amount not to exceed the maximum dollar amount indicated above and on the payment schedule as indicated below:

Effective date of waiver prior to:	Percentage of fee due:
November 1	60%
January 1	90%
February 1	100%

At Client's Option. At the sole discretion of Client, Client may instruct Consultant to not file a specific claim or claims. Such instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The effective date of Client's waiver shall be the date Consultant receives Client's written instruction.

At Consultant's Option. At the sole discretion of Consultant, Consultant may notify Client of its intention to not pursue a specific claim and the reasons therefor. Such notification must be in writing and provided to Client not less than thirty (30) days prior to the due date of the claim. The effective date of Consultant's waiver shall be the date Consultant mails its notification.

EXHIBIT A
Scope of Services

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

2017/18 Mandated Cost Claims Based on 2016/17 Actual Costs

- (A) Prepare cost claims for the current fiscal year pursuant to the Controller's annual claiming instructions applicable to the claims being prepared and file the claims by the deadline set by the State for those claims.
- (B) Initial reimbursement claims, first-time claims for reimbursement of costs for one or more prior fiscal year(s) of a program that was previously unfunded, are NOT included in this contract. The Consultant is ready, willing, and able to prepare such claims once the parties mutually agree upon a change in scope to this contract to cover these new claims.
- (C) Monitor the general payment status of all claims submitted on behalf of the Client pursuant to this Agreement.
- (D) Assist the Client with any current fiscal year claims filed by the Consultant that are audited by the State Controller's office. Test claims and incorrect reduction claims are not covered under this agreement.
- (E) Cost claims submitted by Consultant may consist of both direct and indirect costs. Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if Client's records support such a calculation. Consultant is not required to prepare a central service cost allocation plan or departmental indirect cost rate proposals for Client.

**AMENDMENT 01
TO
CONSULTANT SERVICES AGREEMENT**

This **AMENDMENT** (this "Amendment") to the Consultant Services Agreement by and between **MAXIMUS Consulting Services, Inc.**, a Virginia corporation ("Consultant"), and **City of Fairfield, California** ("Client"), individually a "Party" and jointly the "Parties," is hereby entered into as follows:

WHEREAS, the Parties entered into a Consultant Services Agreement dated August 17, 2016, for the provision of SB90 Cost Claiming Services (the "Agreement"); and

WHEREAS, the Parties desire to renew the Agreement.

NOW, THEREFORE for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Section 7, Term.** The Parties agree that the term of the Agreement shall be extended from August 17, 2016 through June 30, 2018. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
2. Exhibit A, Scope of Services, attached and incorporated by reference as if fully set forth herein, shall replace in its entirety any prior "Exhibit A" to the Agreement.
3. Exhibit B, Payment, attached and incorporated by reference as if fully set forth herein, shall replace in its entirety any prior "Exhibit B" to the Agreement.

All other terms and conditions of the Agreement remain unchanged and in full force and effect in accordance with the Agreement.

This Amendment shall be effective as of the date of last signature below.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their duly authorized representatives intending to be legally bound thereby.

MAXIMUS Consulting Services, Inc.
1891 Metro Center Drive
Reston, Virginia 20190

City of Fairfield
1000 Webster Street
Fairfield, CA 94533

By: _____

By: Frederick Martin

Name: _____

Name: Frederick Martin

Title: _____

Title: Director of Financial

Date: _____

Date: 8/20/17